The following terms and conditions ("Terms and Conditions") apply to the International SOS Global Traveler Medical Membership Program ("Program") provided by International SOS Assistance, Inc. ("Intl.SOS"), and such Terms and Conditions together with the Application, incorporated herein by reference, constitute the complete agreement ("Agreement") between the Member and Intl.SOS.

Definitions
Application means all information provided by the Member for the preparation and administration of the Program.

Extended Stay Traveler means a Member on a work-related trip that is longer than 90 consecutive days but does not exceed 365 days and which is outside their Home Country.

Frequent Traveler means a Member who travels more than once per year for a period of more than 30 days but does not exceed 365 days and which are more than 100 miles (160 km) from his/her Place of Residence.

Home Country means the Member’s country of citizenship as stated on the Application. For purposes of medical evacuation and repatriation services: (1) the Member’s Dependents shall be deemed to have the Member’s nationality; and (2) in the event of dual nationality, the Member must elect one nationality.

Host Country means the country or territory where the Member is visiting or living, and which is not the country of his/her Place of Residence or, in the case of the Extended Stay Traveler, the Home Country.

International SOS means Intl.SOS Global Traveler Medical Membership Program.

Member means the Traveler, Frequent Traveler or Extended Stay Traveler. The Member’s spouse, dependent children, or life partner (collectively “Dependants”) are eligible for services, provided such Dependents are designated on the Agreement accompanying the Member during travel.

Membership Fee means the fee for subscription to the Program.

Place of Residence means the place of permanent residence as stated on the Application.

Redress payments mean any and all payments due to Intl.SOS, in addition to the Membership Fee, for payments, advances or guarantees made by Intl.SOS on behalf of the Member.

Serious Medical Condition means a condition which in the opinion of an Intl.SOS physician requires emergency medical treatment to avoid death or serious impairment to the Member’s health. Intl.SOS reserves the right, at its sole discretion, to determine whether a Serious Medical Condition exists, the Intl.SOS physician may consider the Member’s geographical location, the nature of the medical emergency and the local availability of appropriate medical care or facilities.

Term means the term specified in the Application.

Traveler means a Member on a single trip not to exceed ninety (90) days and which is more than 100 miles (160 km) from their Place of Residence.

Description of Services
MEDICAL ASSISTANCE
24-Hour Worldwide Medical Information and Assistance
Intl.SOS will arrange and pay for the ordinary and necessary expense of telephone calls to a physician over the telephone for any Member calling an Intl.SOS assistance center. Such advice shall not be construed as telemedicine, telehealth, diagnosis, treatment or remote patient monitoring. In no event shall an Intl.SOS physician be deemed to have ultimate authority over the care or primary diagnosis of a Member.

Medical & Dental Referrals
Intl.SOS will provide the Member with names, telephone numbers and if requested by a Member and if available, office hours for physicians, hospitals, clinics, dentists and dental clinics (collectively called ‘Medical Service Providers’) within the area where the Member is located. Intl.SOS will assist Members with the arrangement and confirmation of appointments with Medical Service Providers. Intl.SOS will arrange and pay for all reasonable and necessary expenses incurred for the appointment and transportation to and from the appointment locations and will follow up with Members. These recommendations are based upon the best judgment of Intl.SOS and its knowledge of the medical conditions and availability of medical services at the geographical location involved. Intl.SOS does not guarantee the quality of the Medical Service Providers nor shall Intl.SOS be liable for any consequences arising out of or caused by the services provided by the Medical Service Providers. The final selection of Medical Service Providers shall be the responsibility of the Member.

Dispatch of Medication & Medical Supplies
Intl.SOS will provide Members with travel health information via a password protected Internet website or at the Member’s Place of Residence or Host Country. Intl.SOS will provide Members with travel health information via phone 24/7/365, subject to the procedures and requirements then in force at each respective Intl.SOS clinic.

ONLINE SERVICES AND INFORMATION
Intl.SOS will provide Members with travel health information via a password protected Internet website. Intl.SOS destination reports, which are summary reviews of the health situations in over 170 countries around the world, are designed to provide guidance to Members. Intl.SOS reports provide up-to-date information on health risks, medical care and vaccination requirements. The Portal also provides useful information for travelers to links with world weather conditions, a currency exchange calculator, a directory of Internet cafes around the world, electrical plugs used abroad and travel translator tool handling 8 languages.

Email Health Alerts Each Member can sign up to receive Intl.SOS email health alerts concerning travel destinations. The services will provide Members with up to date travel health information via their PC, laptop or wireless device. Health alerts are issued when there is a developing risk in the opinion of the Intl.SOS medical staff may negatively impact travelers visiting a country.

PRIORITY DIALS
Intl.SOS has partnered with a reputable third party to provide Members with priority dialing to the nearest Intl.SOS assistance center, toll free and/or an International SOS Assistance Address.

INTERNATIONAL SOS ASSISTANCE APP
On a reasonable commercial efforts basis, Intl.SOS will provide the Members with an assistance application ("Assistance App") for downloading onto the Members’ mobile devices. The Assistance App provides Members with the following available services: (i) medical advice that can be obtained by contacting an Intl.SOS physician over the phone for medical advice; (ii) mobile-friendly medical information to prepare for trips; (iii) access to the latest medical advice directly as needed and delivered to the Member’s device during travel; and (iv) favorite contacts and location navigations to the Member’s most used information. The Assistance App is available for iOS, Android and BlackBerry smartphones. Intl.SOS ability to successfully provide access to the Assistance App will be based on factors which may be outside the control or influence of Intl.SOS which may include third parties.

Program Limitations
The following limitations shall apply to the services in this Program:

- Medical Emergency Evacuation, Medically Supervised Repatriation and Repatriation of Mortal Remains

Eligibility
Intl.SOS has no obligation to render the services hereunder unless the following eligibility requirements have been met:

- Only those persons designated as Members on the Application shall be eligible for services under the Program.
- Coverage under the Program requires the Program initially be purchased prior to commencement of trip. Subsequent purchases to renew or extend the Program may be made post departure while actually engaged in travel, as long as new coverage is purchased prior to expiration of existing coverage.
- Membership continues only for the period for which the Membership Fee has been paid.
- Members may use the Program only for services that are available and not hazardous, including but not limited to oil and gas, mining and construction, are not eligible for services unless they are designated on the Application as performing such activities and prior written approval has been received from Intl.SOS.
- Newborn children are covered under the Program after the 45th day from the date of birth subject to the newborn’s inclusion on the Application and the Member has paid the applicable fee.

Payment of Membership Fee and Reimbursements
(1) The Membership Fee is due and payable on or before the commencement of services. Intl.SOS shall have the right to terminate services hereunder unless the Membership Fee has been fully paid.
(2) Any payments, guarantees or advances made by Intl.SOS under the Program on behalf of a Member shall be the responsibility of the Member.
Exceptions

1. The following treatment, items, activities and their related consequential expenses are excluded unless Inl-SOS has given its prior written approval and the Member has paid the designated fees:
   - More than one emergency medical evacuation and/or repatriation for any single medical condition of a Member, unless due to Force Majeure or the Member being a non-scheduled passenger without a medical escort.
   - Any cost or expense not expressly covered by the Program and not approved in advance and in writing by Inl-SOS and/or not arranged by Inl-SOS.
   - Any expense related to accident or injury occurring while the Member is engaged in the following hazardous activities or sports, or on a professional or sponsored basis:
     - Rock climbing, mountaineering or rock climbing.
     - Gliding, gliding, skydiving, balloon, bungee jumping, ballooning, racing.
     - Any expense related to treatment performed or ordered by a non-medical practitioner.
   - Any expense incurred as a result of Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition or disease.
   - Any expense incurred as a result of any legal act.
   - Any expense incurred as a result of a natural disaster, such as a flood or earthquake.
   - Any expense incurred as a result of a self-inflicted action.
   - Any expense related to treatment performed or ordered by a non-medical practitioner.
   - Any expense incurred as a result of a physical or mental condition.

General Provisions

Indemnification

The Member agrees to indemnify, defend and hold Inl-SOS and its subsidiaries and affiliates, and their respective directors, officers and employees, harmless from and against any and all claims, suits, actions, proceedings, or liabilities of any kind, including reasonable attorney's fees and expenses, arising out of its wrongful conduct, omission or fault.

Force Majeure

In the event that Inl-SOS is unable to provide services and/or delays caused by acts of God, strikes, or conditions beyond its control, including but not limited to, flight conditions or situations where the rendering of services is prohibited or delayed by local laws, regulators or regulatory agencies, Inl-SOS shall notify the Member of any circumstances likely to cause such failure or delay as soon as reasonably practicable.

Conduct of Others

The Member waives all claims against Inl-SOS for any loss resulting from any advice given, services provided or any acts or omissions of any service provider including, without limitation, providers of medical services, transportation, security personnel or legal services who are referred by Inl-SOS unless due to Inl-SOS negligent acts or omissions, willful misconduct.

Consequential Damages

In no event shall Inl-SOS be liable for any incidental, special, consequential or indirect loss, damages, costs, charges, fees or expenses, including without limitation, loss of profits, loss of income, loss of business or loss of use.

Time Limitations

Any and all legal actions and claims arising under this Program shall be barred unless written notice thereof is received by Inl-SOS within (1) year of the date of the event giving rise to such action or claim.

E-Commerce Policies

Without first obtaining the Member's consent, Inl-SOS shall not be permitted to (i) market to or otherwise contact the Member, either electronically or otherwise, as a result of their use of Inl-SOS internet site; or (ii) use, sell, or disclose to any other party any Member-specific information it may have gathered about the Member as a result of its/her use of Inl-SOS internet site.

Other Limitations

The services are compiled from sources that Inl-SOS considers to be reliable or are expressions of opinion. Inl-SOS has made reasonable commercial efforts to ensure the accuracy of information, however, the information is provided "as is" and includes reasonable judgments in the circumstances prevailing at the time. The information should not be construed as definitive or binding advice.

Inl-SOS recommends that the Member consult with a travel medicine physician prior to or on the basis of the Program. The Program is not a contract of insurance nor is Inl-SOS an ERISA administrator or fiduciary.

Confidential Information, Trade Secrets, Trademarks, Copyrights and Other Property Rights

Each party expressly undertakes to retain in confidence all information and trade secrets transmitted by the other party that have been designated as proprietary and/or confidential, or by the nature of the relationship, as confidential. The Program is not a contract of insurance nor is Inl-SOS an ERISA administrator or fiduciary.

Geographic Scope of Services

The services provided by Inl-SOS under this Program are rendered on a worldwide basis. Inl-SOS shall be under no obligation to provide the services to Members, who in the sole opinion of Inl-SOS are located in areas that represent conditions in which providing the services is impossible, reasonably impractical or impracticable.